

LocateAI Terms of Service

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Welcome, and thank you for your interest in LocateAI Inc. ("LocateAI," "we," or "us") and our website at www.locate.ai, along with our related websites, networks, applications, and other services provided by us (collectively, the "Service"). These Terms of Service are a legally binding contract between you and LocateAI regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING "I ACCEPT," SIGNING ANY CONTRACT THAT REFERENCES THESE TERMS OF SERVICE, OR BY OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING LOCATEAI'S PRIVACY POLICY (TOGETHER, THESE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND LOCATEAI'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY LOCATEAI AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 15, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND LocateAI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 15.)

1. **LocateAI Service Overview.** LocateAI's Service helps retailers and relevant real estate decision makers determine where to open new retail or restaurant locations.
2. **Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.
3. **Accounts and Registration.** To access most features of the Service, you must register for an account. In order to register for an account, you may be required to provide us with some information about yourself, such as your name, email address, store sales for all existing locations, and related customer and store data. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at support@locate.ai.
4. **General Payment Terms.** Certain features of the Service may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable.

- 4.1 **Authorization.** You authorize LocateAI to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by LocateAI, including all applicable taxes, to the payment method specified in your account (“**Service Fee**”). If you pay any fees with a credit card, LocateAI may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.
- 4.2 **Subscription Service.** The Service may include automatically recurring payments for periodic charges (“**Subscription Service**”). If you activate a Subscription Service, you authorize LocateAI to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The “**Subscription Billing Date**” is the date when you purchase your first subscription to the Service, or a date that is defined in a related agreement form between you and us. Your account will be charged automatically on the Subscription Billing Date all applicable fees and taxes for the next subscription period. The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic fee to your account. We will bill the periodic fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Subscription Service by contacting us at: support@locate.ai.
- 4.3 **Payment Plan.** The Service may offer the option to pay for a selected level of functionality in the Service in installments over a period of time (“**Payment Plan**”). If you activate a Payment Plan, you authorize LocateAI to periodically charge your account, on either a monthly or quarterly basis selected at the time of purchase, until the total Service Fee on your account has been paid. You may cancel the Payment Plan by contacting us at: support@locate.ai. If you cancel a Payment Plan or you or we otherwise terminate your account on the Service, the outstanding balance of the Service Fee will immediately become due.
- 4.4 **Delinquent Accounts.** LocateAI may suspend or terminate access to the Service, including fee-based portions of the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

5. Licenses

- 5.1 **Limited License.** Subject to your complete and ongoing compliance with these Terms, LocateAI grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service.
- 5.2 **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.

5.3 **Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“**Feedback**”), then you hereby grant LocateAI an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

6. **Ownership; Proprietary Rights.**

6.1 **Ownership.** The Service is owned and operated by LocateAI. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (“**Materials**”) provided by LocateAI are protected by intellectual property and other laws. All Materials included in the Service are the property of LocateAI or its third party licensors. Except as expressly authorized by LocateAI, you may not make use of the Materials. LocateAI reserves all rights to the Materials not granted expressly in these Terms.

6.2 **Confidentiality.** The Service and any information or materials you may obtain access to in connection with your use of the Service, are all LocateAI confidential information and may not be used for any purpose other than permitted use of the Service, or shared with any other person or company. You may not (i) disclose, publish, or disseminate confidential information to anyone (ii) perform any benchmarking test or similar comparative research, (iii) publish or share any review, results, opinions, or summaries of the Service or any confidential information.

7. **Third Party Terms**

7.1 **Third Party Services and Linked Websites.** LocateAI may provide tools through the Service that enable you to export information, including Customer Data (as defined below), to third party services. By using one of these tools, you agree that LocateAI may transfer that information to the applicable third party service. Third party services are not under LocateAI’s control, and, to the fullest extent permitted by law, LocateAI is not responsible for any third party service’s use of your exported information. The Service may also contain links to third party websites. Linked websites are not under LocateAI’s control, and LocateAI is not responsible for their content.

7.2 **Third Party Software.** The Service may include or incorporate third party software components under licenses granting recipients broad rights to copy, modify, and distribute those components (“**Third Party Components**”). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third party licenses or to limit your use of Third Party Components under those third party licenses.

8. **Customer Data**

8.1 **Customer Data Generally.** Certain features of the Service may permit users to upload content to the Service, including messages, notes, store data, purchase data, text, and other types of works (“**Customer Data**”) and to publish Customer Data on the Service. You retain any copyright and other proprietary rights that you may hold in the Customer Data that you post to the Service.

- 8.2 Limited License Grant to LocateAI.** By providing Customer Data to or via the Service, you grant LocateAI a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute you Customer Data, in whole or in part, in any media formats and through any media channels now known or hereafter developed for the purpose of providing you the Service or as otherwise permitted in our Privacy Policy. We will not share your Customer Data with any third parties except as necessary to provide you the Service and as described in our Privacy Policy.
- 8.3 Customer Data Representations and Warranties.** LocateAI disclaims any and all liability in connection with Customer Data. You are solely responsible for your Customer Data and the consequences of providing Customer Data via the Service. By providing Customer Data via the Service, you affirm, represent, and warrant that:
- a. you are the creator and owner of the Customer Data, or have the necessary licenses, rights, consents, and permissions to authorize LocateAI and users of the Service to use and distribute your Customer Data as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by LocateAI, the Service, and these Terms;
 - b. your Customer Data, and the use of your Customer Data as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause LocateAI to violate any law or regulation; and

9. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

- a. share or otherwise allow another person to access or use your account;
- b. use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- c. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- d. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- e. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- f. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission;

- g. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials; or
 - h. attempt to do any of the acts described in this Section 9 or assist or permit any person in engaging in any of the acts described in this Section 9.
- 10. **Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis at any time upon 7 days' notice. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 10, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
- 11. **Term, Termination and Modification of the Service**
 - 11.1 **Term.** These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and will continue for an initial 12-month term ("**Initial Term**"). Following the Initial Term, these Terms will automatically renew for successive 12-month renewal terms ("**Renewal Term**") unless either you or LocateAI provide notice of intent to terminate these Terms at the end of the then-current Initial Term or Renewal Term. If you have entered into a Client Services Agreement with LocateAI, then these terms will also terminate upon the termination or expiration of the Client Services Agreement. If a related Client Services Agreement outlines the Initial Term and Renewal Term (or substantially similar concepts) differently, then the terms of the Client Services Agreement shall prevail.
 - 11.2 **Termination.** If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminate.
 - 11.3 **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay LocateAI any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 4.3, 5.3, 6, 11.3, 12, 13, 14, 15 and 16 will survive. If LocateAI terminates these Terms without cause, LocateAI will refund the unused portions of any pre-paid fees as of the date of termination.
 - 11.4 **Modification of the Service.** LocateAI reserves the right to modify the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. LocateAI will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.
- 12. **Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify LocateAI and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms,

or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

13. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. LOCATEAI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. LOCATEAI DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND LOCATEAI DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR LOCATEAI OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING LOCATEAI OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING CUSTOMER DATA.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. LOCATEAI DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT LOCATEAI IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

14. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LOCATEAI BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LOCATEAI HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 15.4 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF LOCATEAI TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE,

IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO LOCATEAI FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. Dispute Resolution and Arbitration

- 15.1 **Generally.** In the interest of resolving disputes between you and LocateAI in the most expedient and cost effective manner, and except as described in Section 15.2, you and LocateAI agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND LOCATEAI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- 15.2 **Exceptions.** Despite the provisions of Section 15.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- 15.3 **Arbitrator.** Any arbitration between you and LocateAI will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (collectively, “**AAA Rules**”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting LocateAI. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- 15.4 **Notice of Arbitration; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). LocateAI’s address for Notice is: LocateAI Inc., 739 Bryant St. San Francisco, CA 94107. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after

the Notice of Arbitration is received, you or LocateAI may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or LocateAI must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by LocateAI in settlement of the dispute prior to the award, LocateAI will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000.

- 15.5 Fees.** If you commence arbitration in accordance with these Terms, LocateAI will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the city and county of San Francisco, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse LocateAI for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- 15.6 No Class Actions.** YOU AND LOCATEAI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and LocateAI agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- 15.7 Modifications to this Arbitration Provision.** If LocateAI makes any future change to this arbitration provision, other than a change to LocateAI's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to LocateAI's address for Notice of Arbitration, in which case your account with LocateAI will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- 15.8 Enforceability.** If Section 15.6 is found to be unenforceable or if the entirety of this Section 15 is found to be unenforceable, then the entirety of this Section 15 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 16.2 will govern any action arising out of or related to these Terms.

16. Miscellaneous

- 16.1 **General Terms.** These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and LocateAI regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- 16.2 **Governing Law.** These Terms are governed by the laws of the State of California without regard to conflict of law principles. You and LocateAI submit to the personal and exclusive jurisdiction of the state courts and federal courts located within the city and county of San Francisco, California for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
- 16.3 **Privacy Policy.** Please read the LocateAI Privacy Policy www.locate.ai/privacy.pdf carefully for information relating to our collection, use, storage, disclosure of your personal information. The LocateAI Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- 16.4 **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 16.5 **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 16.6 **Contact Information.** The Service is offered by LocateAI Inc., located at 739 Bryant St. San Francisco, CA 94107. You may contact us by sending correspondence to that address or by emailing us at support@locate.ai. You can access a copy of these Terms by clicking here: www.locate.ai/tos.pdf
- 16.7 **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800)

952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

- 16.8 **No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.
- 16.9 **International Use.** The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.